



OFFICE OF PROCUREMENT

Isiah Leggett
County Executive

Cherri Branson
Director

MONTGOMERY COUNTY GOVERNMENT

SOLICITATION AMENDMENT #1
Request for Proposals #1060252
Grocery Shopping for Seniors
May 23, 2016

PAGE 1 of 2 FOR THE PROCUREMENT OF GROCERY SHOPPING FOR SENIORS.

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

Answers to questions from the pre-submission conference are attached.

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS ARE NOT EXTENDED.

ISSUED BY:


Cherri Branson
Director

NAME OF OFFEROR:

(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER:

(Type or Print)

OFFEROR'S SIGNATURE:

_____ DATE: _____

Questions & Answers
RFP #1060252
Grocery Shopping for Seniors

Q1. In terms of capacity and targeting a population, what are some of the criteria for participation (not including the age guidelines)?

A1. Please refer to the RFP p18., III. A. 1. 2.

The Contractor must maintain a minimum ongoing caseload of 100 clients at all times, starting with the client pool existing as of September 30, 2016.

Please refer to RFP, Attachment J, Client Eligibility

1. The Applicant must be a Montgomery County Resident.
2. The Applicant must be 60 years of age or older.
3. The applicant must need assistance getting groceries into the home.
4. The applicant's reported income must be below 250% of the Federal Poverty Guidelines.

Q2. Is there an age requirement for volunteers?

A2. There are no age requirements for volunteers.

Q3. How does an organization get a waiver of the MFD requirements?

A3. To request a Waiver, fill out the first page of the MFD plan, and section F for justifications of getting a waiver. This will cause the vendor to receive 0 point for the MFD evaluation criteria. A waiver request is subject to review and approval by the Office of Procurement, Division of Business relationships and Compliance, 240-777-9912.

Q4. Do the MFD requirements have an impact on the proposal scoring?

A4. If the prime is non-MFD, the prime needs to submit a MFD plan with more than 16% MFD subcontracting participation to get the 10% points in the scoring. If the prime is certified MFD, the prime gets 5% automatically. The other 5% scoring will depend on the MFD subcontracting participation. For details please see attachment I.

Q5. How can a non-profit organization qualify as an MFD vendor and still meet the scope of services requirement to use volunteers?

A5. Most non-profit firms are not certified MFD vendors. To get the MFD evaluation points, non-profit vendors will be treated as non-MFD vendors. And will receive full (10% of the total points) points if the non-MFD prime contractors bring in MFD subcontractors (exceeding the 15% subcontracting goal).

Notice to Offerors

**Request for Proposals
1060252
for
Grocery Shopping for Seniors**

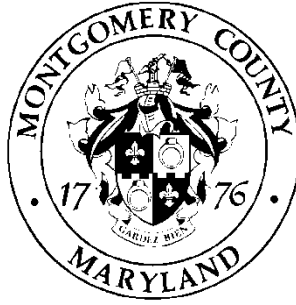
This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Item A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Also note that for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments", "Office of Procurement" and then "Living Wage". Also, the Wage Requirements law ("Living Wage") is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.



REQUEST FOR PROPOSALS

RFP# 1060252

Grocery Shopping for Seniors

April 18, 2016

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and **six (6)** copies of your proposal must be submitted in a sealed envelope/package no later than 3p.m. on June 2, 2016 to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There **will** be an optional pre-submission conference at 10a.m. on May 12, 2016 at 401 Hungerford Drive, Rockville, Maryland 20850, 6th Floor Conference.

The County **will not** accept proposals it receives by fax or e-mail. **All faxed or e-mailed proposals will be returned.**

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact Jennifer Long, 401 Hungerford Drive, 3rd floor, Rockville, Maryland 20850 at (240) 777-3373.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Renata Vasileva (240) 777- 9932.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (See Attachment H):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	

Director
Office of Procurement

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Legal Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submission of a proposal under this solicitation, the offeror agrees that County has until October 1, 2016 to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies sooner than October 1, 2016. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 3) indicating agreement with all the provisions, terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

General Conditions of Contract between County & Contractor.

Minority Business Program & Offeror's Guidelines.

Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".

Offeror's Certification of Cost & Price (for contracts above \$100,000)

Wage Requirements (Living Wage) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", "503(c)(3) Non-profit Organization's Employee's Wage, and Health Insurance Form"

All representations and certifications listed in this document.

Mandatory Insurance Requirement

Prevailing Wage Requirements only for a construction contract between the County and Contractor

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible, an offeror who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;

The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;

The integrity, reputation and experience of the offeror and its key personnel;

The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;

The offeror's previous and existing compliance with laws and ordinances relating to the contract or services;

The sufficiency of financial resources of the offeror to perform the contract or provide the services;

The certification of an appropriate accounting system, if required by the contract type;

The offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)

Montgomery College (MC)

Montgomery County Public Schools (MCPS)

Montgomery County Revenue Authority

Montgomery County Housing Opportunities Commission (HOC)

Washington Suburban Sanitary Commission (WSSC)

Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PREVAILING WAGE (County Code Sections 11B-33C and 20-75)

The Prevailing Wage Law applies to all construction contracts. Under County law, a County-financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

provision entitled “Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor”).

An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney’s fee.

PROPOSALS

Sealed proposals are due in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville MD 20850 4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions, and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope/package that is clearly marked with the RFP number, due date, the opening time, and the individual/company’s name. Proposals received after the date and time specified will not be considered and will be returned unopened to the offeror. The County will not be responsible for a proposal that is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or modified by the offeror upon receipt of a written request received before the specified due date and due time. Requests to withdraw or modify an offeror’s proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential, commercial, or financial information as defined by the Maryland Information Act, State Government Articles 10 617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential, commercial, or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it believes and expressly permits the County to deem it not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to “Montgomery County Government”. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Office of Procurement, must dismiss any protest not timely received.

Only an offeror who is “aggrieved” may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address, email address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends support its protest.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed awardee for contracts in which they are interested.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: <http://www.montgomerycountymd.gov/PRO/Solicitations.html> and in the Office of Procurement, Rockville Center, 255 Rockville Pike, Ste. 180, Rockville, Maryland.

QUALIFICATIONS OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements (Living Wage) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If an offeror fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable and rejected under County law.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. The County reserves the right to solely determine the materiality of any solicitation amendment in relation to its acknowledgement. Offerors may acknowledge solicitation amendments by one of the following:

By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.

By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.

By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers and submitted with the proposal or prior to the proposal's due date and time.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

If an offeror desires to change a proposal that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers. The change must be received at the place designated prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of a firm's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

TIE SCORING

In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the Offeror who has its principal place of business in Montgomery County, Maryland. If still tied, then the tie will be resolved in accordance with the criteria in the order stated under Procurement Regulation 4.1.2.4(f).

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual

obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See
minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
Each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See
for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000				Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

N TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

SECTION C - SCOPE OF SERVICES

I. BACKGROUND

Since 1985, Montgomery County, Maryland (the County) has provided grocery shopping and delivery services, and escorted grocery shopping services, for disabled County residents aged 60 and older. These residents are unable to obtain essential groceries, household items, and prescriptions on a regular basis through existing means (including for-profit grocery delivery services), due to mental or physical impairment, low income, place of residence, and/or lack of informal supports.

The Montgomery County Department of Health and Human Services (DHHS) Aging and Disability Services Unit (A&D) requires a program to address the needs of seniors by providing help in obtaining groceries, prescriptions, and other necessities commonly available in grocery stores. The target population to be served are low-income disabled residents aged 60 and older living in Montgomery County, Maryland (“Clients”) who are otherwise capable of living safely in their homes.

The Core mission of DHHS is to address the safety, self-sufficiency, health and well-being needs of our community and our clients through the delivery of health, behavioral health and social services. In keeping with DHHS’s mission, escorted grocery shopping services will be provided to Clients when desired and feasible for them. The services described in this RFP are funded by the Federal Older Americans Act.

The total estimated Fiscal year 2017 compensation for the Contract resulting from the RFP is approximately \$70,000. This amount is an estimate only and the County makes no guarantee of a specific compensation amount. All compensation payable under any contract resulting from this solicitation is subject to and contingent upon the County’s appropriate and encumbrance of funding for this program described in this solicitation.

II. INTENT

The County requires grocery shopping and delivery services and escorted grocery shopping services on a regular basis, as well as related supportive services for low-income, disabled County residents aged 60 and older. These services are designed to improve each client’s ability to remain in the community by positively impacting the client’s nutritional status and general health and well-being. It is the intent of the County to solicit proposals through this RFP from offerors who are qualified and capable of providing the requested services as outlined in this RFP. The County intends to make one (1) Contract award from this RFP.

III. SCOPE OF SERVICES/SPECIFICATIONS/WORK STATEMENT

The Contractor must provide a program of grocery shopping and escorted grocery shopping services to low-income, disabled County residents aged 60 and older from one to four times per month per client as required/desired by the client. Clients under 60 years old who receive service under the existing Contract for this program are eligible to continue receiving services on a ‘grandfathered’ basis.

A. The Contractor must:

1. accept referrals for this service from County social service programs, other public and private agencies, individuals, and family members and friends of potential clients.
2. maintain a minimum ongoing caseload of 100 clients at all times, starting with the client pool existing as of September 30, 2016;
3. determine client eligibility using the criteria provided by the County in Attachment J. The Contractor must maintain documentation of each client’s eligibility determination, and make it available for the County’s review upon request;

4. develop and maintain a Client wait list, if needed; and
 5. refer Clients to the County's Aging & Disability Resource Unit at 240-777-3000, for other resources and services as needed or if volunteers become aware of changes in Clients' circumstances.
- B. The Contractor must provide grocery shopping services which include, but are not limited to:
1. taking orders for groceries from Clients;
 2. selecting and shopping for food and other household items and prescriptions commonly available at local grocery stores;
 3. delivering items in a timely manner to the Client's home, and providing quality assurance that frozen and refrigerated foods arrive in a safe and acceptable manner to prevent contamination;
 4. handling Clients' finances related to payment for delivered items; and
 5. handling Clients' requests for out-of-stock or unavailable items.
- C. The Contractor must provide escorted grocery shopping services which include, but are not limited to:
1. transportation of Clients from their residence to the store(s) and back to their residence;
 2. one-on-one assistance to Clients while grocery shopping; and
 3. delivering the Client's groceries to their residence.
- D. The Contractor must provide supportive services to Clients, including, but not limited to:
1. assistance with developing shopping lists;
 2. addressing the shopping needs of Clients who have special dietary needs and/or are from other cultures. This may consist of the ability to communicate with Clients who do not speak English, and to obtain foods not usually carried at major grocery stores;
 3. picking up items such as prescriptions, stamps, cash, or other non-food items, except alcohol for internal consumption, if they can be obtained at the same store; and
 4. when necessary, coordinating with someone other than the Client to begin or maintain services (i.e., the family or caregiver may arrange payment and delivery logistics). Such coordination may be handled on a case-by-case basis and is subject to agreement by the Client, the third party, the volunteer assigned to the Client, and the Contractor's program coordinator.
- E. The Contractor must recruit and screen volunteers to provide the services for clients and must match volunteers with clients.
- F. The Contractor must provide professional supervision, education, and support to volunteers it recruits and to Clients through training, staff consultations, and volunteer recognition activities.
- G. The Contractor must publicize the services provided under this Contract using press releases, public service announcements, fliers, brochures and any other means determined by the Contractor.
- H. The Contractor must develop, implement, and maintain written policies and procedures subject to County approval, which govern the program described in this RFP.
- I. The Contractor must comply with DHHS Background clearance policy for Staff. Any and all staff and volunteers having unsupervised contact with a vulnerable population, including children and/or the elderly, must be appropriately screened prior to providing services under the contract resulting from this solicitation.
- J. The Contractor must perform criminal background and driving record checks for all new volunteers who are not currently providing direct services similar to those described in this RFP to clients. The Contractor must ensure that no individual who refuses to submit to a criminal background check provides

services to clients. Any employee who has a criminal conviction for abuse, neglect, or exploitation of children or adults may not provide services to DHHS clients under any resulting contract from this solicitation. If the Contractor hires a person who has a criminal conviction, the reasons for hiring must be clearly documented in the personnel record. All criminal background checks must be made available to the County upon request.

- K. In the event the County receives additional funding for services requested under this solicitation, the County reserves the right to expand the existing scope of services for any resulting contracts. Such additional services are not guaranteed and will only be requested if funds for additional services are appropriated and encumbered by the County. Additional services will be added via a contract amendment to the contract resulting from this solicitation.
- L. The Contractor must have a County-approved implementation plan to ensure continuation of services for Clients who are currently enrolled in the current Contractor's grocery shopping program. Services must continue within fifteen (15) days of the execution of the contract resulting from this solicitation.
- M. Upon expiration or termination of any Contract awarded under this solicitation, the Contractor must cooperate with any transition planning before the termination and/or expiration of the Contract to ensure continuation of services under the new contractor.

IV. REPORTS

- A. The Contractor must administer an anonymous survey to all clients at least once per contract year, using the survey form provided by the County (Attachment K). The Contractor must either hand deliver or mail surveys to clients. The completed surveys must be compiled by the Contractor. The results of the surveys must be shared with the County before the end of each contract year.
- B. The Contractor must email a monthly data report no later than fifteen (15) days following the end of each month, using an electronic version of Attachment L, summarizing volume of service data for the month invoiced, and for the year to date. The County will provide an electronic copy of Attachment L within ten (10) days of the contract execution. This report must be emailed at a date to coincide with the County's receipt of the Contractor's monthly invoice. If the number of Clients served falls below 100, the Contractor must submit a written explanation with the monthly report. The Contractor must submit a plan for increasing Client census if requested by the contractor monitor.

V. PERFORMANCE MEASURES/OUTCOMES

The Contractor must develop and implement a mechanism to measure progress toward the County's Performance Measures listed below, and to assess the quality of services provided. Both sets of measures must be submitted to the County on a semi-annual basis. At a minimum, the Contractor must endeavor to achieve the following outcomes:

- A. Beneficial Impact:

95 percent (95%) of clients served report that the service helped them remain living independently.
- B. Customer Satisfaction Survey

Favorable results are received from an annual customer survey conducted by the Contractor which includes the following items listed on the approved Health and Human Services Customer Survey:

How would you rate your recent experience with this program?

	Very Satisfied 😊😊	Satisfied 😊	Not Satisfied 😞	Very Unsatisfied 😞😞	Don't Know/Not applicable
Responsiveness/Timeliness					
Courtesy/Respect					
Overall Experience					

VII. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than fifteen (15) days following the end of each month. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, net thirty (30) days, for expenses incurred by the Contractor in providing the goods and services described in the solicitation. Invoices must be sent to the Contract Monitor designated by the County.

SECTION D - PERFORMANCE PERIOD

1. TERM

The anticipated effective date of the Contract resulting from this solicitation begins October 1, 2016 (Federal Fiscal Year) upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends on September 30, 2017. The Contractor must perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term for (4) times, for one (1) year each.

2. PRICE ADJUSTMENTS

Prices quoted are firm for the firm term of the Contract resulting from this solicitation. The specific term of subsequent price adjustments will be determined during contract negotiations. However, any request for a price adjustment, after the first term will be subject to the following:

- A. A request for price increase must be made in writing to the Program Monitor and submitted with justification for the requests including supporting documents;
- B. Approval or rejection by the Director, Office of Procurement or designee;
- C. Available funding;
- D. The price increase will be capped by a predefined limit and/or measure such as the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS;
- E. The County will approve only one price adjustment for each contract term, if a price adjustment is approved; and
- F. The price adjustment must be executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews **will not** be conducted.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's written score and its responsibility determination.
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or Amendment to the Director, Office of Procurement.
- e. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA

- a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria:

	Written Proposal Evaluation Criteria	Points
1.	Relevant experience and administrative capacity for providing services similar or identical to the services described in this solicitation to Adults aged 60 and older	30
2.	Description of plan to provide client services described in this solicitation	25
3.	Experience in recruiting, screening, training, and supervising employees/volunteers	20
4.	Proposed cost to provide the services described in the solicitation (using Attachment M to this solicitation).	15
5.	MFD Participation (see Attachment I)	10
	Highest possible QSC score for written proposal evaluation	100

SECTION F - SUBMISSIONS**1. PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

Offerors must submit one original and **six (6)** copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and email address.
- b. The Acknowledgment (page3) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County (see Attachment A).
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law and may be rejected.
- e. Mid-Atlantic Purchasing Team Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan - Attachment D. **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points (see Section E above and the requirements and examples in Attachment I) MUST complete and submit this form with its proposal submission.**
- g. Minority Business Program and Offeror's Representation – Attachment C: **Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section F, f. above, should complete and submit this form with its proposal submission.**
- h. Offerors who are commercial organizations must submit a statement on corporate letterhead attesting to their for-profit status. Offerors which are non-profit organizations must submit a copy of an Internal Revenue Service (IRS) letter of tax exemption determination. Additionally, the following documentation is required:
 1. IRS Form W-9
 2. Articles of Incorporation or Articles of Amendment
 3. Social Security number and name as it appears on Social Security Card (for sole proprietors).
- i. A detailed description of the offeror's experience and capacity to provide the required services as described in this Solicitation, including the following:

1. A description of the offeror's experience and capacity for providing services for senior adults aged 60 and older;
 2. the offeror's plan for implementing the client services described in this solicitation;
 3. the offeror's experience in recruiting, screening, training and supervising volunteers; and
 4. the offeror's ability and plan to ensure continuous services to clients who are currently receiving services.
- j. Budget Form shown in Attachment M to this solicitation.

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Office of Procurement;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

The Contract Administrator for any contract resulting from this solicitation is: Philip Royston

SECTION I - SPECIAL TERMS AND CONDITIONS

“Not Applicable”

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52(b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- 1) Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- 2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT AREFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____

ATTACHMENT B**MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE****A. Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

C. A negative reply will not adversely affect consideration of your bid.**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
		Alexandria, Virginia			Howard County Schools
		Alexandria Public Schools			Herndon, Virginia
		Alexandria Sanitation Authority			Leesburg, Virginia
		Annapolis City			Loudoun County, Virginia
		Anne Arundel County			Loudoun County Public Schools
		Anne Arundel Schools			Loudoun County Water Authority
		Arlington County, Virginia			Manassas, Virginia
		Arlington County Public Schools			City of Manassas Public Schools
		Baltimore City			Manassas Park, Virginia
		Baltimore County Schools			MD-National Capital Park & Planning Comm.
		Bladensburg, Maryland			Metropolitan Washington Airports Authority
		Bowie, Maryland			Metropolitan Washington Council of Governments
		BRCP			Montgomery College
		Carroll County			Montgomery County Public Schools
		Carroll County Schools			Prince George's County, Maryland
		Charles County Government			Prince George's Public Schools
		Charles County Schools			Prince William County, Virginia
		City of Fredericksburg			Prince William County Public Schools
		College Park, Maryland			Prince William County Service Authority
		District of Columbia Government			Rockville, Maryland
		District of Columbia Schools			Spotsylvania County Govt. & Schools
		District of Columbia Water & Sewer Auth.			Stafford County, Virginia
		Fairfax County, Virginia			Takoma Park, Maryland
		Fairfax County Water Authority			Upper Occoquan Sewage Authority
		Falls Church, Virginia			University of the District of Columbia
		Fauquier County Schools & Govt., Virginia			Vienna, Virginia
		Frederick, Maryland			Washington Metropolitan Area Transit Auth.
		Gaithersburg, Maryland			Washington Suburban Sanitary Commission
		Greenbelt, Maryland			Winchester, Virginia
		Harford County			Winchester Public Schools
		Harford County Schools			
		Howard County			

 Vendor Name

RFP # 1060252
ATTACHMENT C

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance

SAMPLE ONLY!

NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO
DATE: _____

\$ _____

TOTAL PAYMENTS RECEIVED TO DATE: _____

\$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Return by: Email – MFD@montgomerycountymd.gov or FAX – 240-777-9952
 For assistance, contact the MFD Office at 240-777-9912

ATTACHMENT D

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICANThe percentage of total contract dollars to be paid to this
subcontractor :This subcontractor will provide the following goods and/or
services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICANThe percentage of total contract dollars to be paid to this
subcontractor:This subcontractor will provide the following goods and/or
services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICANThe percentage of total contract dollars to be paid to this
subcontractor:This subcontractor will provide the following goods and/or
services:

4. Certified By: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

 Date: _____
 MFD Program Officer

 Date: _____
 MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

 Date: _____
 Director
 Cherri Branson
 Office of Procurement

 Date: _____
 Director
 Cherri Branson
 Office of Procurement

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement, of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Office of Procurement, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date, and it conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum*(not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)*** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations
- Personal Injury
- Volunteers must be included insureds***

Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000) combined*** single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Crime Policy - Broad Form

A policy for Crime coverage, to include acts of Employee Dishonesty shall be carried for the benefit of the County and the contractor in the following amounts:

\$50,000 per employee **Contractor will be responsible for the deductible. *MUST INCLUDE VOLUNTEERS AS INSURED***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Department of Health and Human Services
401 Hungerford Drive, 6th Floor / Lisa M. Colburn
Rockville, Maryland 20850

ATTACHMENT G

Wage Requirements for Services Contract

Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested

by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov.

[Remainder of Page Intentionally Left Blank]

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", will comply with the requirements under County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or WRL). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
- ☐ 3. a public entity. Section 11B-33A (b)(2).

- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).
- ☐ E. Sole Proprietorship
Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:
- (1) is aware of, and will comply with, the WRL, as applicable;
 - (2) has no employees other than the sole proprietor; and
 - (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

[illegible]

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;

9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Office of Procurement, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, becomes final and binding;
11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.
14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.
15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

ATTACHMENT I

Evaluation Criteria- Additional MFD Points in RFPs

I. Overview

Montgomery County Code, §§ 11B-57 through 11B-64, as amended by Bill 48-14, requires that a minority-owned business (MFD) be encouraged to participate in a procurement where a MFD percentage goal has been set under §11B-60 (a).

Consistent with this law, the Office of Procurement has included an evaluation factor that awards additional points (up to ten percent (10%) of the total available points assigned to the Request For Proposals), to an offeror that: (1) has a County-recognized MFD certification; or (2) has no County-recognized MFD certification, but through subcontracting with MFD certified firms, exceeds the set, aggregate fiscal year (FY) percentage goal related to the applicable purchasing category (i.e. professional services; nonprofessional services; goods; or construction) (referenced herein as “set percentage purchasing category goal” or “participation goal”).

Additional points will be awarded in the following manner:

(a) to an offeror that has a County-recognized MFD certification- Additional points, up to a total of 10% of the evaluation points, may be awarded for both (i) its MFD status, and (ii) its MFD subcontractor participation, as shown in its MFD Performance Plan, in proportion to the applicable set percentage purchasing category goal, regardless of whether the participation exceeds the set percentage goal for MFD participation; or,

(b) to an offeror that has no County-recognized MFD certification- Additional points, equal to 10% of the evaluation points, may be awarded if the MFD Performance Plan submitted by Offeror with its proposal shows that its MFD subcontractor participation **exceeds** the set percentage purchasing category goal.

Consistent with, and subject to, the methodology noted in (a) and (b) above, an Offeror may receive additional MFD points only if it has a County-recognized MFD certification or submits an MFD Performance Plan with its proposal that supports the additional MFD points. For a list of County–recognized MFD certifications, please see: www.montgomerycountymd.gov/mfd.

II. Calculation Criteria

The calculation for additional evaluation points awarded under the above-stated criteria for this solicitation is as follows:

1. Additional points must not exceed 10% of the total evaluation points.
2. For a listing of current FY set percentage purchasing category goals, please refer to www.montgomerycountymd.gov/mfd.

III. Eligible Categories

A. If the Offeror has a County-recognized MFD certification, it will receive additional points that equal 5% (.05) of the total evaluation points, as well as additional points based on its MFD subcontracting participation percentage compared to the set percentage purchasing category goal (regardless of whether the Offeror’s MFD participation exceeds the set percentage purchasing category goal), in proportion to the total evaluation points. In this circumstance, additional points are calculated as follow:

- 1) Add points equal to 5% of the evaluation points (for having a County-recognized MFD certification).
 - 2) Add further additional points based on the MFD subcontracting percentage submitted by the Offeror, divided by the set percentage purchasing category goal, the result of which is then divided by 10, to determine the percentage of the total evaluation points to award.
 - 3) Total additional points is the sum of items 1) and 2) above, up to a maximum of 10% of the total evaluation points.
- B. If the Offeror has no County-recognized MFD certification, it will receive no points for its own MFD participation. However, if that Offeror's MFD subcontracting participation percentage exceeds the set percentage purchasing category goal, it will receive additional points equal to 10% (.10) of the total evaluation points. The Offeror will not receive additional points if its MFD subcontracting percentage does not exceed the set percentage purchasing category goal.

IV. Examples

The following scenarios may provide helpful illustrations of the process. For each scenario, assume the solicitation is for professional services. In the professional services category, the goal for MFD participation is 15%. Additionally, assume that the total possible evaluation points are 100, so that the 10% maximum for additional MFD points corresponds to no more than 10 total possible points.

- **Scenario 1:** The Offeror has a County-recognized MFD certification, and submitted an MFD subcontracting plan with 16% (.16) participation (which exceeds the set 15% (.15) MFD participation goal).
Result: 10 additional points are awarded.
Calculations: 5 [= .05 x 100] additional points for the Offeror having a County-recognized MFD certification, and 10 points for exceeding the set participation goal: [5 + 10 =] 15 points. Accordingly, the Offeror would receive the maximum allowable 10 additional points.
- **Scenario 2:** The Offeror has a County-recognized MFD certification, and submitted an MFD subcontracting plan with 6% (.06) participation (which is less than the 15% (.15) set participation goal).
Result: 9 additional points are awarded.
Calculations: 5 [= .05 x 100] additional points for the Offeror having a County-recognized MFD certification. Because its MFD subcontracting percentage partially meets the set participation goal, the Offeror receives [(.06 ÷ .15) = .40 ÷ 10 = .040 x 100 evaluation points =] 4 additional points. The Offeror receives a combined [5 + 4 =] 9 additional points.
- **Scenario 3:** The Offeror has a County-recognized MFD certification, and submitted no MFD subcontracting plan.
Result: 5 additional points are awarded.
Calculations: 5 [= .05 x 100] additional points for the Offeror having a County-recognized MFD certification, and 0 points for MFD subcontracting.
- **Scenario 4:** The Offeror has no County-recognized MFD certification, and submitted an MFD plan with 20% (.20) MFD subcontracting participation (which exceeds the 15% (.15) set participation goal).
Result: 10 additional points are awarded.
Calculations: Although the Offeror has no County-recognized MFD certification, it receives 10 additional points because its MFD subcontracting exceeds the 15% set percentage purchasing category goal.

- Scenario 5:** The Offeror has no County-recognized MFD certification, and submitted an MFD plan with 13% (.13) minority subcontracting participation (which is less than the 15% (.15) set percentage purchasing category goal).
Result: 0 additional points are awarded.
Calculations: Offeror has no County-recognized MFD certification, and its proposal does not exceed the 15% (.15) set percentage participation goal. It receives 0 additional points.
- Scenario 6:** The Offeror has no County-recognized MFD certification, and either submitted: (i) no MFD plan, or (ii) an MFD plan with a percentage of MFD participation that does not exceed the set percentage purchasing category goal.
Result: 0 additional points are awarded. (See “Calculations” in Scenario 5 above).

Scenario: (with MFD goal of 15%, and total of 100 points)	Prime: MFD	Prime: Non-MFD
Submits MFD plan with 16% participation	5 points for Prime being MFD 10 points for exceeding MFD goal	10 points for exceeding MFD goal
	Total: 10 points (Ceiling)	Total: 10 points
Submits MFD plan with 6% participation	5 points for Prime being MFD 4 points for partial MFD participation	0 points for NOT exceeding MFD participation goal
	Total: 9 points	Total: 0 points
Submits NO MFD plan, or an MFD plan with 0% to 15% participation	5 points for Prime being MFD	0 points for NOT exceeding MFD participation goal
	Total: 5 points	Total: 0 points

V. Waiver Provisions

Prior to Contract Award, the Director, Office of Procurement, or his/her designee, may determine whether an offeror has demonstrated good faith efforts to meet the subcontracting requirements under County law. The Director, upon a finding that the Offeror demonstrated good faith efforts to comply with the subcontracting requirements, has the authority to waive, in whole or in part, the MFD requirement in order to permit the Offeror to remain eligible for a Contract Award.

ATTACHMENT J

**Grocery Shopping for Seniors
Client Eligibility Criteria**

The Applicant Must be a Montgomery County Resident

1. Clients must reside in Montgomery County to be eligible for the program.
2. The Contractor must verify that the applicant's address is within Montgomery County, and document this on the application form.

The Applicant Must be 60 Years of Age or Older

1. Applicants must be 60 years of age or older to be eligible for the program.
2. The Contractor must see official government documentation in order to determine the applicant's age. Adequate documentation includes a driver's license, state identification, birth certificate or passport.
The Contractor must note on the application which document was used to determine age.

The Applicant Must Need Assistance Getting Groceries into the Home

1. The Contractor will ask each applicant the following questions:
 - a. Are you able to leave the house regularly to do your own grocery shopping?
 - b. Can a neighbor, friend or family member grocery shop for you on a regular basis?
2. Applicants are eligible for the program if they answer "no" to both questions.
3. The Contractor must document each applicant's answers on the application form.

The Applicant's Reported Income Must Be Below 250% of the Federal Poverty Guidelines

1. The Contractor must ask each applicant to self-report their annual income.
2. The Contractor must document the applicant's reported income on the application form.
3. Applicants should have income below 250% of the federal poverty (FP) guidelines.
4. If an applicant's income is above 250% of the FP guidelines, the Contractor must contact the Contract Monitor to discuss the applicant's special needs. The County may allow some clients with incomes higher than 250% of FP.

Attachment K

Grocery Shopping Program Survey

Gender: ☐ Male ☐ Female

Age: ☐ Under 60 years old
 ☐ 60 years of age or older

Race/Ethnicity: ☐ Hispanic or Latino
 ☐ Caucasian/White
 ☐ Black or African-American
 ☐ Asian
 ☐ Other _____

Living situation: ☐ Lives alone
 ☐ Lives with family/relative
 ☐ Other _____

Has there been a recent change in living situation?

☐ Yes ☐ No

How would you rate your overall health at the present time?

☐ Excellent ☐ Good ☐ Fair ☐ Poor

In what year did you begin to receive assistance from the Grocery Shopping Program?

How many years have you been receiving assistance from the Grocery Shopping Program?

☐ 1-2 years ☐ 3-5 years ☐ 6-9 years ☐ 10+ years

How much of your groceries do you receive through the Grocery Shopping program?

☐ All ☐ More than half, but not all ☐ Less than half

In the last month, have you missed a meal, or been unable to eat a full nutritious meal, due to lack of access to grocery shopping?

☐ Yes ☐ No

Do you feel that you eat better, or have more nutritious meals, compared to before receiving this service?

☐ Yes, definitely ☐ Somewhat ☐ No change

Do you feel that you need more assistance getting groceries than you currently have?

☐ Yes ☐ No

How would you rate your relationship with the grocery shopping volunteer?

☐ Excellent ☐ Good ☐ Fair ☐ Poor

How would you rate your recent experience with this program?

	Very Satisfied 😊😊	Satisfied 😊	Not Satisfied 😞	Very Unsatisfied 😞😞	Don't Know/Not applicable
Responsiveness/Timeliness					
Courtesy/Respect					
Overall Experience					

If you did not have this service, would you be able to remain living independently in your home?

- ☐ No, I could not live independently without service
- ☐ Yes, I could live independently but with difficulty
- ☐ Yes, I could live independently without major difficulty

To what extent does this service improve your overall quality of life:

- ☐ Decreased quality of life
- ☐ No impact on quality of life
- ☐ Improved quality of life small amount
- ☐ Improved quality of life a lot
- ☐ Improved quality of life greatly

How does the volunteer assist you?

- ☐ The volunteer shops for me.
- ☐ The volunteer takes me shopping.
- ☐ The volunteer does both for me.

How often does the volunteer assist you?

- ☐ Weekly
- ☐ Every other week
- ☐ Monthly
- ☐ Other _____

RFP # 1060252
Attachment L

Volunteer Grocery Shopping Program Monthly Report		Attachment L
Period Reported: _____	Month	YTD
Unduplicated Clients Served (Minimum 100/mo)		
New Clients Added		
Total Clients on Waiting List for Service		
Total Volunteers Actively Serving		
Total Clients Leaving Program		
Total Escorted Shopping (with client) sessions		
Total Grocery Delivery (without client) sessions		
Total Clients Escorted by Shopper		
Total Homebound Clients Receiving Deliveries		
Total clients changing type of service		
Reasons Clients Left Program	Month	YTD
Client Death		
Institutional Placement		
Moved, but Not for Institutional Placement		
Client No Longer Needs Service		
Volunteer No Longer Available		
Other Reasons (State Below*)		
*State Other Reasons:		
Demographics	Month	YTD
Female		
Male		
Total		
60 and Over		
Under 60		
Total		
Asian/Pacific Islander		
American Indian/Alaskan		
Hispanic		
Black - not Hispanic		
White - not Hispanic		
Multi-Racial/other		
Unknown		
Total Non-English Speaking Clients Served		
250% of Federal Poverty Guidelines & Above		
Below 250% Federal Poverty Guidelines		
Unknown		
Clients Living Alone		
Clients with Disability		
ANNUAL OUTCOME & SERVICE QUALITY DATA (report at contract year-end)		
Clients reporting service helps them remain independent in home		
Clients Satisfied or Very Satisfied with overall experience		

RFP # 1060252
ATTACHMENT M (BUDGET FORM)

DHHS Contract Budget

Vendor/Organization Name:	_____
Address:	_____
City, State, Zip Code:	_____
Contact Person:	_____
Phone/Fax/E-Mail:	_____
Contract Number:	_____
Service Area:	_____

BUDGET SUMMARY

	FY 2017 Budget
Category	Contract Expenses
A. Salary Expenses	\$0.00
Fringe Benefits (__ % of salary expenses)	
Total Personnel (Salary + Fringe)	\$0.00
B. Direct (Operating) Expenses	\$0.00
C. Capital Expenses	\$0.00
Subtotal of Contract Expenses	\$0.00
Indirect/Administration (__ % of Subtotal of Contract Expenses)	
Total Contract Budget:	\$0.00

BUDGET DETAIL

A. Salary Expenses and Fringe Benefits

Position	Incumbent	Annual Salary	Full Time equivalent (FTE), this contract	Expenses to this Contract	Fringe Benefit Rate	Fringe Benefits	Justification for Position
				\$ -		\$	
				\$ -		\$	
				\$ -		\$	
Total Salary Expenses					Total Fringe	\$	

B. Direct (Operating) Expenses

Expense Category		Cost	Justification of Costs
Consulting (if more than one consultant, list each one on a separate line)		\$ -	
Staff Development		\$ -	
Travel		\$ -	
Rent		\$ -	
Utilities		\$ -	
Maintenance		\$ -	
Telephone Bill		\$ -	
Other Communications		\$ -	
Equipment (up to \$5,000)*		\$ -	
Maintenance		\$ -	
Supplies		\$ -	
Insurance		\$ -	
Postage		\$ -	
Printing		\$ -	
Other Expenses (list)		\$ -	
		\$ -	
Total Direct Expenses		\$ -	

C. Capital Expenses, if applicable (greater than \$5,000)*

Description		Cost	Justification of Costs
		\$ -	
Total Capital Expenses		\$ -	

Approved by: (for the Vendor)

 Signature _____ Date _____

Name (please print): _____

Title: _____

Approved by: (Monitor, for the Dept. of Health and Human Services)

 Signature _____ Date _____

Name (please print): _____

Title: _____

*Equipment includes items up to \$5,000. Items greater than \$5,000 are capital expenses.